

SUB-LEASE

THIS INDENTURE of sub-lease made and entered into this 14th day of January 1957, by and between Victor W. Markov hereinafter referred to as Lessor and Vic Markov Tire Company, Inc., a Washington corporation, hereinafter referred to as Lessee,

WITNESSETH:

WHEREAS the Lessor Victor W. Markov is lessee from King County, a municipal corporation, under lease dated September 26, 1949, as amended by that certain "Amendment of Lease" dated May 23, 1955 of the following described property in King County, State of Washington, to-wit:

"A tract of land in Section 29, Township 24 North, Range 4 East, Willamette Meridian, described as follows: Beginning at a concrete monument designated as Monument "A" and having U.S. Coast and Geodetic Survey coordinate values of $x = 1,635,072.92$, $y = 200,642.04$; thence South $72^{\circ}08'20''$ West 1,647.62 feet to the TRUE POINT OF BEGINNING; thence South $40^{\circ}27'51''$ East 540.23 feet, more or less, to the easterly margin of East Marginal Way; thence North $47^{\circ}52'10''$ West 205.75 feet following said easterly margin to the boundary of King County Airport (Boeing Field); thence North $50^{\circ}32'38''$ West 307.60 feet along the boundary of said Airport; thence North $40^{\circ}58'37''$ East 98.55 feet along the boundary of said Airport; thence South $88^{\circ}21'16''$ East 131.76 feet, more or less, to the TRUE POINT OF BEGINNING; this tract containing an area of 67,532 square feet, more or less."

and

WHEREAS pursuant to said lease with King County as amended and as a part thereof, King County did grant to Victor W. Markov the non-exclusive right, until the expiration or termination of said lease, to use as a roadway and thoroughfare for vehicular, pedestrian and other traffic the following described property lying within or adjacent to said airport in King County, Washington, the following described property:

"A tract of land in Section 29, Township 24 North, Range 4 East, Willamette Meridian, described as follows: Beginning at a concrete monument designated as Monument "A" and having U.S. Coast and Geodetic Survey coordinate values of $x = 1,635,072.92$, $y = 200,642.04$; thence South $55^{\circ}16'38''$ West 1,833.92 feet to a point on the easterly margin of East Marginal Way, said point being the TRUE POINT OF

*Subscribed 1-14-57
Victor W. Markov & Markov Tire Co.*

BEGINNING of the tract herein described; thence North $47^{\circ}52'10''$ West 35.09 feet along said easterly margin; thence North $40^{\circ}27'51''$ West 540.23 feet; thence North $88^{\circ}21'16''$ West 6.74 feet; thence North $30^{\circ}05'01''$ West 119.66 feet to the point of curvature of a curve having a radius of 76.00 feet; thence along said curve to the left an arc distance of 113.74 feet to the point of tangency of said curve; thence North $88^{\circ}49'56''$ West 17.44 feet, more or less, to the boundary of King County Airport (Boeing Field) and the easterly end of Myrtle Street as deeded to the City of Seattle by Ordinance No. 36167; thence along said boundary of King County Airport (Boeing Field) and said easterly end of Myrtle Street North $13^{\circ}23'54''$ East 44.79 feet; thence South $88^{\circ}33'45''$ East 43.71 feet to the point of curvature of a curve having a radius of 76.00 feet; thence along said curve to the right an arc distance of 115.40 feet to the point of tangency of said curve; thence South $1^{\circ}33'45''$ East 227.30 feet; thence South $40^{\circ}27'51''$ East 496.93 feet, more or less, to the TRUE POINT OF BEGINNING; this tract containing an area of 25,643 square feet, more or less.

and

WHEREAS said lease and right to use said roadway terminates

August 31, 1984, and

WHEREAS on the 11th day of February, 1952, the said King County, a municipal corporation, did lease to the said Victor W. Markov for a period of ten years ending February 14, 1962, the following described property situate on said King County Airport in King County, State of Washington, to-wit:

"Beginning at the S. E. corner of Section 29, Township 24 North Range 4 East, W. M., thence N. $00^{\circ}49'24''$ E. along said section 29 a distance of eight hundred ninety-six and two tenths (896.2) feet, thence N. $49^{\circ}00'52''$ W. a distance of sixteen hundred and eight tenths (1600.8) feet, thence N. $50^{\circ}37'30''$ E. a distance of one hundred fifty (150) feet to the true point of beginning, thence continuing on same bearing a distance of seventy-seven (77) feet, thence S. $92^{\circ}47'30''$ E. a distance of one hundred twenty-nine (129) feet, thence S. $60^{\circ}15'13''$ W. a distance of one hundred eighteen and five tenths (118.5) feet, thence N. $72^{\circ}07'30''$ W. a distance of one hundred thirteen (113) feet to true point of beginning. An area of approximately 14,550 square feet."

NOW, THEREFORE, the Lessor Victor W. Markov, does by these presents (subject only to the approval by resolution of the Board of King County Commissioners and the consent in writing hereto of at least two members of said Board of King County Commissioners) lease all of the premises hereinabove described and all of the rights granted to the said Victor W. Markov pursuant to each of said leases from King County, for a period of three years from January 1, 1957, to and including December 31, 1959, for an in consideration of the Lessee, Vic Markov Tire Company, Inc., paying to Lessor Victor W. Markov the sum of \$20,000.00 per annum, payable in quarterly installments in

advance of \$5,000.00, each, commencing on the first day of January, April, July and October of each year following the execution hereof, the first such payment to be due and said tenancy to commence on the first day of January, 1957, and the said Lessee Vic Markov Tire Company, Inc. does assume and agree to perform each and every covenant and condition required of Victor W. Markov under said lease of September 26, 1949 as amended May 23, 1955 and the lease of February 11, 1952, each and all of which instruments have been examined by the respective parties, are on file in the office of the Board of King County Commissioners and are incorporated herein by reference as though fully set forth herein.

As a part of the consideration for this sub-lease, the lessor hereby grants to lessee the option to renew this lease for a like term and with the same covenants and conditions, Provided, However, that the rental for such renewed term or terms shall be readjusted by agreement and if the parties fail to agree thereon the reasonable rental value of said premises shall be fixed by three arbitrators, one selected by lessor, one by lessee and one by the two so selected. This option to renew shall be exercised by written notice of lessee's intention to do so not later than sixty days from the end of the term hereof.

The lessor shall be responsible for the maintenance of the property in its present condition or equivalent, but shall not be responsible to lessee for damage, destruction or wear caused by lessee's neglect or misuse thereof.

It is further understood that prior to the execution hereof and since October 1, 1956, the lessee has occupied said premises on an informal understanding with lessor to pay rental at the same rate herein prescribed pending approval of the said Board of County Commissioners and that the amounts so accruing will be paid together with the payment due January 1, 1957.

IT IS HEREBY AGREED that if any rent shall be due and unpaid or if default shall be made in any of the covenants undertaken herein by Lessee, then it shall be lawful for the said Lessor to re-enter the said premises and remove all persons therefrom; and the said Lessee does hereby covenant,

promise and agree to pay the said rent and to perform said covenants in the manner herein specified and not to sub-lease the whole or any portion of the said premises nor assign this lease or any interest therein without the written consent of the Lessor and of the Board of King County Commissioners by resolution and unless the written consent of the Lessor and of at least two members of said Board of King County Commissioners be endorsed upon this sub-lease.

At expiration of said term the Lessee will quit and surrender the said premises in as good state and condition as they now are, ordinary wear and damage by the elements or fire excepted.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.


Victor W. Markov, Lessor

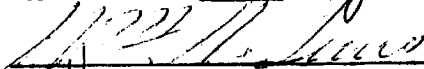
VIC MARKOV TIRE COMPANY, INC.

By 
President

Attest:


Kenneth P. Short
Secretary

Approved on this 14th day of January 1959.


Howard Odell


Board of County Commissioners of
King County, Washington

Attest:

Ralph R. Stender, Clerk of Board

STATE OF WASHINGTON,)

COUNTY OF KING,

On this day personally appeared before me, VICTOR W. MARKOV, to me known to be the individual described in and who acknowledged and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day
of January, 1957.

Wesley B. Olson
Notary Public in and for the State of
Washington, residing at Seattle

STATE OF WASHINGTON,)

COUNTY OF KING,

On this 4th day of January, 1957, before me, the undersigned, a Notary Public, personally appeared VICTOR W. MARKOV and KENNETH P. SHORT, the President and Secretary, respectively, of VIC MARKOV TIRE COMPANY, INC., to me known to be the President and Secretary of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal the day and year first above written.

Alfred C. Olson
Notary Public in and for the State of Washington,
residing at Seattle.

APPROVED AS TO FORM AND LEGALITY

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Deputy Prosecuting Attorney
Jan 8, 1957
Date

AMENDMENT TO LEASE

WHEREAS, VICTOR W. MARKOV is now in possession of a tract of land on the King County Airport as Lessee of that certain lease executed on the twenty-sixth (26th) day of September, 1949, between KING COUNTY, a municipal corporation, and VICTOR W. MARKOV, which lease was made pursuant to the order of the Board of County Commissioners of King County, Washington, and which more particularly describes the tract of land above referred to, and

WHEREAS, by mutual agreement on the twenty-third (23rd) day of May, 1955, said lease was amended to correct and close the legal description of the lease and to add a new section to grant Lessee the non-exclusive right to use certain property, described in said amendment as a roadway and thoroughfare for vehicular, pedestrian and other traffic; and

WHEREAS, by approval of the Board of County Commissioners in regular session on January 14, 1957, a Sub-Lease was entered by and between VICTOR W. MARKOV and VIC MARKOV TIRE COMPANY, INC., and

WHEREAS, it is the mutual desire of the parties hereto that said lease be amended in the following particulars and otherwise to remain in full force and effect, NOW THEREFORE, in consideration of their mutual promises and covenants,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The rental as indicated in the last paragraph on Page 1 of the original lease executed on the 26th day of September, 1949, will be increased to a rate of five cents (5¢) per square foot on 67,332 square feet, or by \$168.82 per month to a total rental of \$281.38 per month. —
2. The lease deposit paid upon execution of the original lease will be increased by \$337.64, for a total of \$562.76 for the rental of the last two months of the lease to conform to the rental rate effective under this amendment.
3. The effective date of this amendment of lease shall be the twenty-sixth (26th) day of September, 1959.
4. It is further agreed by the parties of this amendment of lease that all other provision of the heretofore described lease shall remain in effect for the life of said lease.

IN WITNESS WHEREOF, this amendment is executed on this 6th day of June, 1960.

KING COUNTY, WASHINGTON

Howard Adell

Ed Munro

Scott Spillan

ATTEST:

ROBERT A. MORRIS, Clerk of the Board

By: Ralph A. Stender
Deputy

BOARD OF COUNTY COMMISSIONERS
KING COUNTY, WASHINGTON

Victor W. Markov

VICTOR W. MARKOV

LESSOR

LESSOR

VIC MARKOV TIRE COMPANY, INC.

By: Victor W. Markov
President

SUB-LESSEE

ATTEST:
By: James R. Post
Secretary